ope anditing in the merger of those comparties. In auch a way we would less proautomorphic profits which might arise in those area shares which we had sold and for which we wore no longer motor on the tality. We had estinguished our hardley,

19. Well, conversible proper one with the ofen of maxing profes yourself, but to bely the New York Structure and Trust company?

A Sec. six We thought over two areas on week Mr. Hugues santed to know from Mr.

Perkins whether disregarding the New York Life's interest in the price that might or continued on the New York Security Fruit Company stock, he reducted the New Trust Company stock, he regarded the New tries of traction and leafe as a proper matter for the investment of funds of the New York Life Insurance Company. Mr. Parking replied that when taken in competen, with the company's interest in the trust company stock he thought it was a proper investment. He didn't think, however, that the company would have made the investment had it not been interested in the trust company.

MEMORY FALLED AS TO FANSHAW

Mr. Hughes called the witness attention to an entry in the New York Life's books which showed that the \$1,250,000 of the New Orleans bends had apparently been closed out at 75, the total amount realized being \$937,500. Mr. Hughes wanted to know to whom the sale was made. Mr. Perkins said he didn't know, but that he would find

Wasn't it made to W. S. Fanshaw?" asked Mr. Hughes.
"I do not know," replied Mr. Perkins

Mr. Hughes.

"I do not know, replied Mr. Perkins.

G. Have you got the minutes of the finance committee showing that transaction? A. I don't know. Decomber M. 1997. Yes, I think it was talked over in—with—that is in December of last year, is if not?

Bookkeeper Mattison of the New York Life told Mr. Hughes that the purchaser was Fanshaw & Co., but Mr. Perkins said again that he did not recall it. Mr. Hughes inquired who authorized the sale of these securities to Fanshaw, and Mr. Perkins said that his recollection was that the matter was before the finance committee.

Mr. Hughes said that the reason he inquired so particularly about the transaction was because at the end of December, 1904, the New Orleans Railway Company bonds were not reported as part of the company's securities in its annual report. Mr. Perkins said that he thought that was evidence enough that they had been sold.

"Yes," replied Mr. Hughes, "that would be justified in the event that you had actually sold them yourself."

Q. Now I find in the ledger the entry of a loan to W. S. Fanshaw of \$037,500. Do you know when that loan was made? A. This loan was for \$937,500 at 4 per cent. on \$1,250,000 of New Orleans Railway bonds.

Q. Exactly, What was the date of it? When was the loan made? A. The book shows that, does it not? January 5, 1905.

Q. Was it made on that date? A. Lamn not the bookkeeper, but I don't see how it could be made any other time.

Q. What I want to get at is this. The New York Life Insurance Company sold to W. S. Fanshaw & Co., according to its statements, on December 31, 1904, \$1,220,000 of par value New Orleans Traction bonds. To for \$937,500, and it appears from your records that there was no collateral loan naginst that The non January 5, 1905 a loan is made. r value New Orleans 1 farm your records at there was no collateral loan against at. Then on January 5, 1905, a loan is made Fanshaw & Co. on that very stock? A. Bonds.

Q. On those very bonds solely as collateral on an amount equal to the entire purchase price, to wit, \$837,500. Now, do you know of that transaction?

A. I know as it appears

Q. Do you know anything outside of the books? A. No, sir.
Q. Did you personally conduct it in any way? A. Well, I was personally. Mr. Randolph and I jointly conducted the sales of these bonds and the purchase of these.

PERKINS NOT THE BOOKKEEPER.

PERKINS NOT THE BOOKKEEPER.

Mr. Hughes asked whether the company really got \$937,500 on December 31, 1994, and then leaned that amount to Fanshaw & Co. on January 5 against the stock they purported to have bought.

"Now, you are asking." replied Mr. Perkins, "in regard to the bookkeepers entries. I will have to have that looked up, 'am an executive officer, not a bookkeeper." Mr. Hughes called the witness's attention to an entry in the minutes of a meeting of the finance committee on January 5, 1905, authorizing the sale of the securities at 75 and providing that the purchaser should be protected against loss.

"I do not see anything in that minute about a loan," said Mr. Hughes.

"No, as I said, the treasurer has general power to make loans with bonds as security."

Q. Did the treasurer have the power to make a loan of \$937,500 on \$1,250,000 of New Orleans Traction bonds as security? "A. He

make a loan of \$037,500 on \$1,250,000 of New Orleans Traction bonds as security? A. He has discretion to make that kind of a loan.

Q. Did he consult with anybody before doing so? A. I think he is the one to ask about that. I will find out.

Q. Did he consult with you? A. Not that I remember of.

Mr. Hughes called Mr. Perkins's attention to the fact that Treasurer Randolph had testified to the fact that these bonds had been sold to Fanshaw at 75, with the uncerstanding that Fanshaw was to get one-fourth of the profits when the securities were disposed of. Mr. Hughes wanted to know whether there wasn't an understanding when Fanshaw took the bonds that he was to get a loan of the same amount against the bonds as collateral. Mr. Parkins said that he didn't know, but that he would have the matter looked up. he matter looked up.

THE \$2.500,000 PARTICIPATION. Mr. Hughes took up with Mr. Perkins also the matter of the company's \$2,500,000 participation in the New Orleans railways syndicate as acquired from the New York Security and Trust Company. That was acquired by the New York Life, Mr. Hughes said, on March 7, 1904, "and on March 19 it was transferred to the temporary loan account."

"Do you know what that means?" he sked the witness.
"No, sir," replied Mr. Perkins.

"No, sir," replied Mr. Perkins.
Q. How could you transfer that to temporary loans? A. I am not familiar with the bookkeeping.
Q. Who is? A. Well, I don't know who would be with that. I shall be glad to make a note of it and bring you the reason.
Q. By transfer to temporary loans it was taken entirely out of the schedule of your assets—the syndicate participation? A! I don't know as to that. Our temporary loans are assets.

don't know as to that. Our temporary loans are assets.

Q. I say out of the list of your securities?

A. Temporary loans are just as much of an investment as firm bonds.

Q. Well, a temporary loan would imply a person who borrowed money and a person who borrowed money and a person who loaned money. Now, is there any person who borrowed money? Was there anybody else who loaned money? Hadn't you bought that interest in the syndicate and paid for it? A. That I will have to get for you, because I don't know.

Q. Didn't you have the transaction in charge yourself? A. Not that part.

Q. Who had that? A. I think Mr. Randolph did.

Q. Any one else? A. Not that I know of:

Q. Who had that? A. I think Mr. Randolph did.
Q. Any one else? A. Not that I know of: but I will bring all that to you who did it.
Mr. Hughes inquired further about bookkeeping methods of the New York Life in regard to the profit which the insurance company had made on the sale of its holdings in the New York Security & Trust Company. That profit, according to the books, was more than \$5,000,000. He wanted to know whether the profit was booked as profit or whether losses on other transactions had been charged against it. Mr. Perkins replied that he didn't know, but he would be glad to furnish the information.

ADVANCES TO AGENTS CHARGED OFF? "I am informed," said Mr. Hughes, "that ou charged against that for moneys adyou charged against that for moneys advanced to agents \$1,622.830, also \$236,914 as an expense account and losses on real estate amounting to \$843,980, and that you actually entered a profit in your report to the Insurance Department as the net profit received from securities sold a little over \$3,000,000."

Mr. Perkins suggested that it was in proper form for him to ask who Mr. Hughes's informant was. Mr. Hughes replied that the facts were printed in a raper which had been sent to him under date of Decem-

had been sent to him under date of Peceniber, 1904.

"It is not of much importance how it comes out," said Mr. Hughes, "the main question is to know how that was actually dealt with. In other words I want to know if you actually reported to the insurance department all the profits you made on the stock or whether you took advantage of those profits to wipe out certain lossess and appropriate the remainder."

reported the remainder."
"I get your idea," said Mr. Perkins, "and
I will be glad to look that up."
It was in the afternoon session also that
the fact was brought out in regard to the

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payment of informs by the New York Life to J. P. Morgan & Co. in the International Morcantile Marine bond transaction. The check drawn for the repurchase of the seek, 100 bonds, plus the interest for two days, was produced in evidence at the morning cossion. Mr. Perkins said then that he really didn't know why the \$266 had been added. He would, he said, have to sak the bonkkeeper.

the bookkeeper.

Mr. Hughes asked him if the item wasn't interest on the use of the \$500,000 from Dacember 31, 1903, to January 2, 1904, charged by J. P. Morgan & Co. and paid by the New York Life. Mr. Perkins said that that was possible, although it might represent the adjustment of the dividends accurated on the bonds. The New York Life, he said, received 414 per cent, interest on their money in this syndicate.

O So that you think it may have been the

Q. So that you think it may have been the adjustment of that interest? A. It may have been. The more I think of it the more think it was. I would like to get it exact.

Q. If that is so — A. Excuse me, I do not it is so.

I understand that. I say, if it is so,
the New York Life Insurance Company
received interest from some one for the
lod from December 31, 1903, to January 2,
17 A. I'd rather not go into the probabiliI will bring you the exact facts if you
allow me to.

PERRINS MAKES A CORRECTION.

Mr. Hughes asked Mr. Perkins to ascertain the facts during the recess between the sessions. Mr. Perkins said then that he would like to correct his statement made by him in connection with this \$800,000 syndicate participation when he was on the stand at a former hearing. Counsel for the committee, he said, had asked him whether the purpose of the company in making the sale wasn't really to report \$3,200,000 of the bonds to the Superintendent of Insurance instead of \$4,000,000.

"The records as furnished to me," said Mr. Perkins; records me as answering 'Yes, sir,' I wish to correct that, I didn't mean that, I don't mean it."

"You mean," said Mr. Hughes, "to say no."

At the opening of the afternoon session Mr. Perkins produced the New York Life's bank book with the First National Bank for 1903, in which was recorded the deposit of the check drawn by J. P. Morgan & Co. on December 11, 1903, in payment for the \$800,000 of International Navigation bonds. The check was for an even \$800,000.

\$800,000 of International Navigation bonds. The check was for an even \$800,000.

Q. Now I call your attention to the check given by the New York Life Insurance Company to J.P. Morgan & Co., on January 2, 1904, for \$800,286.67. Are you able to state what the 206.67 were for? A. Yes, I find on inquiry during recess that that was an adjustment of inserest.

Q. Well, if was for interest? A. Yes, the New York Jafe was receiving its interest at 41, per cent, on the certificate all the while the interest ran with the operations and also for the money which it had in the bank.

Q. Then I understand that the New York Jafe got interest on the \$890,000 participation in the Navigation syndicate during the entire period?

A. That is right.

Q. Mithout any head from December 31, 1962. A. Right along. Yes ser.

Q. Mithout any head from December 34, 1962. A. Right along. Yes ser.

Q. With did the New York Life Insurance Company receive? A. Four and one-half per cent.

Q. With the New York Life Insurance Company receive? A. Four and one-half per cent. on the certificate.

Q. But \$298.67 is 6 per cent. interest for two days on \$800,000 is in not, exactly? A. Yes, and we had interest at 2 per cent. on our \$800,000 while it was in the bank, which was addusting interest sa there as could be.

Q. One moment. That interest you had on \$800,000 deposited in the bank was your money was it? A. Yes, sir, that is right.

Q. J. P. Morgan & Co., find nothing to do

on \$300,000 deposited in the bank was your money was it? A. Yes, sir, that is right.

Q. J. P. Morkañ & Co., had nothing to do with it, did they? A. No.
Q. You entered that each in bank as part of your cash balance at the end of the year in your geport? A. Yes, sir.

Q. And of course whatever cash or whatever interest you get on that like interest and other cash balances belonging to you, are part of your income? A. Yes, sir.

Q. And J. P. Morkan & Co. were not entitled to any part of it, were they? A. No, sir. Gr. Q. But on January 2, 1904, you paid J. P. Morgan & Co. 6. per cent. for two days on \$800,000, did you not? A. Well, I have not figured it.

Mr. Hughes asked the witness to figure it right away, and Mr. Perkins said that Mr. Hughes's statement of the fact seemed to be right.

IT WAS NEWS TO PERKINS

"Now," asked coursel for the committee, "can you explain why the New York Life Insurance Company paid J. P. Morgan & Co.

interest at 6 per cont. when they got only interest at 6 per cont. when they got only 4½ per cent. on the——"

"I didn't know," interrupted Mr. Perkins, "that it had been done until it came up this morning. I suppose it was done in the regular accounting in making up the statement." Q. Messrs. J. P. Morgan & Co. did not allow \$800,000 to go out of their hands with the idea of its coming back without getting interest on it, did they? A. I don't quite understand what you mean by that, Mr.

understand what you mean by that, Mr. Huches.

Q. I mean the routine you speak of is the routine of J. P. Morgan & Co., getting interest on the money which they allow to be used and which is to be returned to them? A. That is not the situation. I had made this arrangement with J. P. Morgan & Co. for the sale in this protected way for this interest when the transaction was made on December 31. I took it from the bookkeeper. We add interest on the bonds.

Q. You did not add 6 per cent. interest, did you? A. No; I think it is 6 per cent. Q. Did you make any arrangement with yourself, as a member, of the firm of J. P. Morgan & Co., to pay interest at 6 per cent. on \$800,000? A. I didn't know anything about it until it came up here.

Q. Why was the interest paid them? A. That was between our office and J. P. Morgan & Co. I have never known it until you told me.

THE CLERK DIDN'T KNOW.

THE CLERK DIDN'T KNOW. Mr. Perkins said that he didn't know who give the voucher for the check in payment of the \$500,000 to Morgan & Co., with interest. Mr. Mattison, a clerk in the New York Life's treasury department was called and he testified that he could not say whether there was a voucher for the check or not. There was, however, he said, an order drawn for the check. Q. Who drew the order? A. I usually formulate those orders on authority from

some one else.

Q. Did you formulate this? A. I believe I did.
Q. On whose instructions? A. I cannot say at this time. I did.
Q. On whose instructions? A. I cannot say at this time.
Q. Was it on Mr. Perkins's instructions?
A. Not direct to me, no.
Q. Who did give you direct instructions?
A. I presume the treasurer. The assistant brought it to my attention.

Mr. Hughes asked that any record of authorization of the check be produced at Mr. Hughes asked Mr. Perkins about a transaction in Chicago, Burlington and Quincy 3½ bonds which the New York Life had had with J. P. Morgan & Co. On De

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company the New Core late bounds of the bounds at the company to the bounds are when of the bounds are when of the bounds are when of the bounds are when the state of the bounds are all the bounds are al

THE CASH HAMILTON GOT. Mr. Hughes called Mr. Perkins's attention to the fact that President McCall had testified that Judge Andrew Hamilton had in his possession \$235,000 of the New York Life's money, which was wholly unaccounted for and for which there are no vouchers.

"Do you know anything about that?" asked Mr. Hughes.

"No, sir," replied Mr. Perkins.
O. Do you know whether it is a practise

"No, sir," replied Mr. Perkins.

Q. Do you know whether it is a practise in the New York Life to put such large amounts in Mr. Hamilton's hands and not subject them to any order? A. No, I did not. That matter is in the president's department.

Q. So the financial department doesn't take charge of any expenditures except those in which the funds are used for investment purposes? A. No, that money wouldn't come under the direction of any special committee.

Mr. Perkins told Mr. Hughes that he knew absolutely nothing about this Hamilton matter.

A statement submitted by Mr. Perkins at the morning session showed that the New York Life had been a party to more than twenty joint account transactions since 1897. In a good many of these transactions the New York Life withdrew its bonds and kept them for investment but in most

The terms of these joint agreements, as Mr. Perkins testified, were various. Sometimes there was only one other party to the transaction besides the New York Life, and sometimes there were two others. With only two in the transaction the profits only two in the transaction the profits were usually equally divided, and the same was the case also when three participated in a joint account transaction. In nearly all the cases the New York Life put up all of the money. Mr. Perkins contended that the New York Life entered every joint account transaction for the purpose of investment, and not for speculation. As stated above, the aggregate profits to the New York Life in these transactions, including the increase in the value of securities acquired in joint account transactions, is \$886.604.

curities acquired in joint account transactions, is \$886.604.

The New York Security and Trust Comrany participated in some of the transactions, although it put up no money and
did practically nothing except draw its
profits. Most of the joint accounts were
with Goldman, Sachs & Co. and with W.
S. Fanshaw & Co. Farson, Leach & Co.,
Harvey Fisk & Sons and G. D. Wing & Co.
also have been parties to these transactions, Mr. Perkins was emphatic in his
declaration that none of the parties to any
of these transactions had ever derived a
greater advantage from the transaction
than the New York Life itself. The New
York Life, he said, had been enabled to
buy its securities at the lowest possible
rates and had profited well in the transaction; as the statement which he subwitted ctions, is \$886.604 action; as the statement which he sub-mitted showed.

HOW AGENTS ARE PAID

Mr. Hughes toward the close of the afternoon session took up with Mr. Perkins the question of the New York Life's agency force. Mr. Perkins said that there were in the New York Life's pay 215 agency inspectors drawing from \$625 to \$1,208 a month. He said that the New York Life allowed its general agents a bonus of \$2 on every \$1,000 written by new agents during the first year of their employment in the company.

the first year of their employment in the company.
Senator Armstrong, chairman of the committee, wanted to know whether a general agent, if half his force should resign and new men take their places, would get a bonus of \$2 per thousand on the business written by the new men for the first year.
"Suppose," said Senator Armstrong, "that I was a general agent. Would I get that bonus under these circumstances?"
"You would get discharged," said Mr. Perkins.

Perkins.

Speaking of the profits which the New York Life had made in its joint account transactions, Mr. Perkins sprang a mild surprise on the committee when he said that he was going to disclose a party to these transactions whose name had not yet been brought out. He was going to disclose this man's name, he said, because the com-Perkins.

pany believed that all the facts should be Then Mr. Perkins said that Mr. Hughes. then Mr. Perkins said that Mr. Hughes, counsel for the committee, had been a party to those transactions as a policyholder of the New York Life, and he expressed the opinion that Mr. Hughes, as well as all the other policyholders of the New York Life, would be glad to learn that the company had made a net profit of \$886,000 out of the transaction. ransaction. Mr. Hughes assured Mr. Perkins that he

Mr. Hughes assured Mr. Ferkins that he was going to examine the transactions very closely.

Thomas A. Buckner, vice-president of the New York Life, also was examined in regard to the agency matters of the commany, and he will be recalled to-day, when Mr. Hughes will take that subject up fully

HAMILTON'S \$10 A WEEK SECRETARY. HAMILTON'S \$10 A WEEK SECRETARY.

The only other witness at yesterday's hearing was John F. McCullogh of Albany, Andrew Hamilton's handy man. McCullough said that he drew a salary of \$10 a week and that he ran errands and did various things that the Judge requested him to do when he was in Albany. Judge Hamilton, the witness testified, sometimes was in Albany for two or three days at a time and then again he wouldn't be at the State capital for several weeks. McCullogh said that he didn't have power of attorney from Hamilton, but that whenever the Judge sent any checks indozed to him



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There were several replies, but the first one resulted in the raciest automobile story of the season by C. N. and A. M. Williamson, authors of "The Lightning Conductor" and 'The Princess Passes," published by McClure's.

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he cashed them and entered a deposit at the New York State Bank in Albany.

Mr. Hughes called McCullogh's attention to the two checks of the New York Life to Hamilton dated March 19, 1904, amounting to \$100,000. They had been indorsed by McCullogh. McCullogh said that he did this under instruction from Judge Hamilton. His attention was called to a deposit made by Hamilton in the New York State Bank on December 5, 1903, and a withdrawal by draft of the same amount on December 7 of that year. The witness said he had no recollection of those transactions, nor did he remember anything about a deposit of \$50,000 by check in the Albany bank on December 15, 1903, and the withdrawal by draft of the same amount on that bank on the following day.

Mr. McCullogh said he didn't remember that Hamilton had tried a case in Albany in a long time. Assemblyman Rogers spoke up and said he remembered that Hamilton had taken part in a murder trial last winter, and McCullogh said then that he recalled that also.

The witness said he didn't know anything about a deposit in Hamilton's name on January 39, 1904, of \$20,000, nor did he know anything about a draft drawn on January 30. He didn't know where Hamilton's books were. He couldn't tell whether anybody was in charge of them or not. He thought Mr. Hamilton would return about October 17 or 18. He said that he deposited money in the Albany Trust Company for Mr. Hamilton two months ago, \$175, but that he didn't know where the Judge had any account there. He couldn't state positively whether he had ever deposited any, amount in excess of \$5,000 for Mr. Hamilton.

Q. Referring to Mr. Hamilton's deposit, I see a check for \$100,000 on May 11, and on May 16 a draft on Mr. Hamilton for \$40,000

Mr. Hamilton.

Q. Referring to Mr. Hamilton's deposit, I see a check for \$100,000 on May 11, and on May 16 a draft on Mr. Hamilton for \$40,000 on your indorsement. Do you remember anything about either of those? A. No. I anything about either of those? A. No. 1 could not say.

Q. You have been asked to produce these checks. Have you been able to get access to them? A. No.

Q. Do you know anybody who could get access to them? A. No. I do not.

Q. Do you remember depositing \$111,000 in the State bank on the 8th of June, 1904?

A. I could not say.

Q. Have you ever deposited such a large amount? A. I can't say. I might have.

It was at this point that the witness said "Well, can't you remember how many times you deposited \$100,000 or more?" Mr. Hughes asked.

"No. I can't," the witness replied. McCullogh wasn't sure even on what date Hamilton sailed for Europe. He knew, however, that he hadn't transacted

of Hamilton's financial business for him

ince he left this country. TAGGART HERE TO TESTIFY. Tom Taggart, chairman of the Democratic national committee, arrived in town cratic national committee, arrived in town from Indianapolis vesterday afternoon and denied emphatically that the Democratic committee had ever asked the New York Life Insurance Company or any other insurance company for contributions to the campaign fund. He denied also that he had come East to testify before the insurance committee.

ance committee.

"Neither the Democratic national committee nor any authorized representative of that committee," said Mr. Taggart, ever asked John A. McCall for a dollar's contribution to the campaign fund, nor did the Democratic national committee or any authorized representative of the committee ever ask a dollar's contribution to the Democratic cause from any other insurance company." surance company."

BROOKLYN CITS CONVENE. Ready to Fuse, No Matter What Stand R. Fulton Cutting Takes.

At the borough and county convention of the Citizens' Union in Saengerbund Hall, Brooklyn, last night a committee of nine was appointed for the nomination of candidates, with power to confer with other political organizations opposed to the continuance in office of the present adminstration.

continuance in office of the present administration.

A committee is also to be appointed by the chairman to confer with similar organizations in Richmond, Queens and The Bronx regarding the nomination of a Justice for the Supreme Court in the Second Judicial Department.

After the meeting the delegates said they were determined to indorse only the very best candidates.

"But suppose Mr. Cutting refuses to enter into conference with the other organizations on the city ticket?" was asked.

"Mr. Cutting is a nice gentleman, and anything he says is always considered by the delegates," said one of the committee of nine, "but his course in Manhattan will not change the determination of the Citizens' Union in Brooklyn."

Father T. B. Nolan Dead.

The Rev. Thomas B. Nolan, rector of St. Rose's Church, Belmar, N. J., died yes-St. Rose's Church, Belmar, N. J., died yesterday morning after an illness of six weeks He was born in Trenton, N. J., thirty-five years ago. He received his early education at Vineland College and afterward entered St. Vincent's Seminary, Latrobe, Pa., where he was ordained on June 20, 1895. Father Nolan was assistant at West End, South Amboy and Gloucester. In 1898 he was made rector at Jamesburg, where he remained four years. He was then appointed rector at Belmar. where he remained four years. then appointed rector at Belmar.

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**GAYNOR OUT, LITTLETON LOOMS** 

Continued from First Page.

reflection of the Mayoraity candidate. The naming last night of Ford and Seabury was marely perfunctory.

The probability is that Littleton will on Monday night be chosen candidate for Mayor, and that the original proposition of the Odell-Hearst firm to give the Comptrollership to Seabury and to name Ford for the presidency of the Board of Aiderman will be followed out.

Another outcome of the Cita' return to the fusion movement will undoubtedly, be the

Another outcome of the Cits' return to the fusion movement will undoubtedly be the indorsement of Mr. Jerome for Platriet Attorney. The Cits Union's city committee at its April convention instructed the delegates of the Cits' county convention to indorse Mr. Jerome for renomination, Being pledged to Mr. Jerome, the Cits' conference committee will of conference insist, as part of the conference program, that the fusionists shall indorse Jerome.

Mr. Habits and the Hearst men, much as they dislike the proposition, will, it was stated last night, agree to the demand of Mr. Cutting and his followers.

Justice Gaynor early yesterday, after reading the stories appearing in the morning newspapers that the Odell-Hearst combine still expected him to run, gave out a statement in which he asserted that the reports were irresponsible.

He said there was no truth in them, that he was working at his deak all day Tuesday until 6 o'clock except for two hours, and that he had not seen Mr. Halpin at any time during the day.

This was the letter which Mr. Halpin sent to the Citisens' Union representatives last night:

to the Citisens' Union representatives lest night:

SEPTEMBER 21, 1905.

GENTLEMEN: In further response to the inquiries submitted by you as a committee of the Citisens' Union when you met with Judge Brenner and myself on Monday last, I would advise you now that the matter which appeared to not allow your body to resume relations with the fusion conference will not be under further consideration of the delegates to the conference appointed by the executive committee of the Republican city committee.

I would advise you also, on behalf of the delegates referred to, that we are without pledges or commitment in respect to candidates for nomination on the city ticket. I trust, therefore, that I may again express the regret of the Republican delegates in the fusion conference of the withdrawal of the Citizens' Union from it and also the hope that it will resume relations with the conference, joining with the other bodies in their purpose to defeat Tammany Hall and the reclection of Mayor McClellan.

The Committee on Nominations will hold a session this evening at 7:30 o'clock in Parlor DR of the Fifth Avenue Hotel, and I trust that the Citizens' Union will conclude to authorize the delegates from the Citizens' Union will conclude to authorize the delegates from the Citizens' Union who were appointed as members of that committee to attend at the session this evening.

Sincerely yours.

that committee to attend at the session this evening.

Sincerely yours,
William Halpin,
To Robert Van Iderstine, Esq., and John W.
Weed, Esq.
The reply he received was:
DEAR SIR: We are in receipt of your letter of the 21st instant advising us that the matter which appeared not to allow the Citizens' Union to resume relations with the fusion conference will not be under the consideration of the delegates to the conference appointed by the executive committee of the Republican city committee, and expressing the hope that the Citizens' Union will conclude to a uthorize the delegates from the Citizens' Union who were appointed as members of the committee on nominations of the conference to attend a seesion of that committee at 7:30 o'clock this evening in Parior DR of the Fifth Avenue Hotel.
This letter was not received by us until

this evening in Parlor DR of the Fifth Avenue Hotel.

This letter was not received by us until 4 o'clock this afternoon. No action of the character indicated can be taken without authorization from the committee on nominations of the Citizens' Union, and it is not possible to call a meeting of that committee at such short notice. We shall refer your communication to our committee as soon as practicable. Yours very truly,

ROBERT VAN JDERSTINE.

JOHN W. WEED.

HERE'S THE DRY TICKET. James C. Crawford for Mayer-Platform Slaps at Jerome.

For Mayor, JAMES C. CRAWFORD of The Brons. For Comptroller, ROBERT T. STOKES of Brooklyn. For President of the Board of Aldermen, Max-THEW P. LINDSAY of Manhattan.

The Prohibition party had its city convention last night at Lyric Hall, Sixth avenue and Forty-second street, nominated the ticket named above and gently reprobated District Attorney William Travers Jerome. There was no strife in the convention of the Prohibitionists. All the nominees were nominated unanimously. All of them accepted. It was announced from the platform that the campaign chest was well filled and that there was as much hope as usual of sweeping the city out of the clutches of the rum devil.

The candidate for Mayor is a young man and has not heretofore offered himself up on the altar of Prohibitionist political sac-

Alfred T. Manniere, who has led many a charge of "always losing, but never lost" cause, was the chairman of the convention and George H. Warwick was secretary.

The only muss in the whole proceedings was in the preparation of the platform and that occurred before the proceedings began. A platform had been prepared which said, among other things:

which said, among other things:
"We are especially indignant at that form
of official infidelity to duty that, to other
laxity in the enforcement of law, adds an
apparent total blindness to the saloon's
perpetual lawbreaking.
"The most shameful form of this official
malfeasance appears where officials who
have been elected and paid and are sworn
to enforce the law devote their energies

have been elected and paid and are sworn to enforce the law devote their energies campaigning for the extension of the cloak of legality over the saloon's present law-breaking and demand that the liquor traffic shall be allowed to desecrate the Sabbath day with the sanction and by the authority of the statutes of the State. We denounce the official heresy, so loudly proclaimed, that moral ideals have no place upon the statute books of a civilized people.

Some member of the convention thought that this was "too strong for good politics."

some memoer of the convention thought that this was "too strong for good politics," so it was amended before presentation to the convention to read, in the words: "We deprecate that officials who have been elected, &c., should devote their energies,"

The proceedings ended with a grand denunciation of the evils of wine bibbing and beer guzzling by Oliver W. Stewart, chairman of the national Prohibition party in the last campaign.

FAGAN RENOMINATED.

Put Up for the Third Time by the Jersey City Republicans.

Mayor Mark M. Fagan of Jersey City was renominated for a third term last night at an enthusiastic convention of Republicans held at Lincoln Hall in Pavonia avenue. District Court Judge James S. Erwin presided and Police Justice Frank J. Higgins acted as secretary. Corpora-tion Counsel George L. Record presented the Mayor's name to the convention. He referred to Mr. Fagan as "a modest, sincere, couraccous gentleman," and said his ad-ministration was deserving of the support

of the people.

James W. McCarthy, a lawyer, living in the Seventh ward, was nominated for Alderman at Large. George Berry of the Fourth ward and Andrew Knox of the Tenth ward were nominated for members of the Street and Water Board The platform contained nearly 4500 words. form contained nearly 4,500 words

Henry to Run Against Mayor Fagan." The Jersey City Democrats held their city convention last night at Elks' Hall, York and Henderson streets. Ex-Police Judge James J. Murphy, who was defeated for James J. Murphy, who was defeated for Mayor by Mark M. Fagan two years ago, acted as chairman. Ex-Alderman Archibald M. Henry was nominated for Mayor. His name was presented to the convention by ex-Assemblyman James F. Fielder, Other candidates selected were Philip Kreutzig for Alderman at Large and Thomas J. Corydon of the Second ward and Frank Donnelly of the Fifth ward for members of the Street and Water Board.

## PENNSYLVANIA RAILROAD Sunday Excursion

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ASPHALT CO. AID FOR MATOS.

HEARING IN CASTRO'S SUIT FOR \$11,000,000 DAMAGES.

Former Employees of N. Y. and Sermudes Co. Testify That Autotantial Help Was Given the Sevelutionists Chiefly Through Nicoll, Analyse & Lindony.

The taking of depositions in the suit of the Venezuelan Government against the New York and Bermudez Company for alleged aid given to the Matos revolutionists in 1902 was continued yesterday in the office of United States Commissioner Alexander ander. The action is now pending in the High Federal Court at Caraoas. Venesuela asks \$11,000,000 damages because of

the backing given the revolutionists. Several former employees of the com-pany testified yesterday that orders had been given to afford aid to the revolution-ists and furnish them with food and supplies. A former engineer of the concer said that the company's cars had often been used to convey revolutionists from place to place. Disclosures made by the man who was president of the company while the revolution was on and by a former bookkeper indicate that a "Government Relations" account was carried on the books of the company, through which and through the "legal expense" account large sums were paid to Nicoll, Anable & Lindeay, which money, counsel for Venezuela as-sert, will be shown to have been spent to aid Gen. Manuel L. Matos and his party in their unsuccessful attempt to overthrow

Rufus B. Cowing, Jr., and Frank L. Dupignac appeared for Venezuela; John D. Lindsay of Nicoll, Anable & Lindsay, and Prof. John Bassett Moore of Columbia

Lindsay of Nicoll, Anable & Lindsay, and Prof. John Bassett Moore of Columbia University for the company.

Lorenzo A. Kuhn, who worked for the New York and Bermudez Company during the revolution. testified that he had taken certain photographs already put in evidence, which showed revolutionists waiting on cars of the company to be conveyed to the front. He said that the orders of Major Majcolm A. Rafferty, general superintendent at Port of Spain for the asphalt combine, were that supplies and other aid were to be furnished to the revolutionists whenever possible. He declared that he bore no malice toward the Bermudez Company for a time, testified to one payment of siul, seq. 71. to Nicoll, Anable & Lindsay in November, 1901. The money was paid on an order signed by Arthur Sewall and bore the initials of Gen. Avery D. Andrews, both officers of the asphalt combine. Mr. Thomas knew that the legal firm had charge of all the litigation here and in South America of the Bermudez company and didn't inquire what the money went for, where it came from or how it went on the books.

"I was about to leave the company," he said, "as it was all but hankrupt, and I did not want to leave anything behind me for a receiver to dig up and ask me to explain. So I wanted written authority for making

not want to leave anything behind me for a receiver to dig up and ask me to explain. So I wanted written authority for making that payment. I do not recall that any of Nicoll, Anable & Lindsay's bills for legal services were so large as that."

"Did Gen. Greene and Mr. Andrews tell you this amount was paid for legal services?" asked Mr. Dupignac.

"No." and Bermudez Company have a 'Govern-

and Bermudez Company have a 'Govern-ment relations' account, a 'legal expense' account and a 'general expense' account on

"Yes."

"To which was this amount charged?"

"It is my impression that it went upon the Government relations' account."

Questioned about an item in one of the company's reports of \$400,000 paid out on account of the revolution, Mr. Thomas said that this was easily possible. The property of the company had to be protected against claim jumping by armed guards.

Mr. Lindsay objected to producing the order on which the \$101,000 was paid, as irrelevant. Mr. Dupignac in reply said that the Government expected to prove that large sums had been paid through Nicoll, Anable & Lindsay to Matos to finance the revolution. This sum, he asserted, was paid to Matos to buy a steamship in Europe for use against the Castro government. Mr. Thomas later produced the order. It was signed by Arthur Sewall and countersigned with the initials of Gen. Avery D. Andrews.

Charles W. Baldwin; who in 1901 was in the employ of the Trinidad Lake Asphalt Company, Limited, the owner of the majority of the stock of the Burmudes company, gave testimony along the same line. "It was common goesip." he said, "that the which was this amount charged?"

ity of the stock of the Burmudez company, gave testimony along the same line. "It was common goseip," he said, "that the revolution was supported by the New York and Bermudez Company. One of the clerks, M. M. Schweizer, took me aside in the company's office one day before it broke out and pointed out Matos himself consulting with some of the officers."

Baldwin testified that he was in charge of the books of the Bermudez company, although he was paid by the Trinidad Lake people. The "Government relations" account, he said, began on page 67 and contained numerous large sums paid to Nicoll, Anable & Lindsay. It was commonly

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understood in the office that this money was spent to aid the revolution.

M. M. Schweizer, who was private secretary to General Manager Ewart at Caracas in 1901, said that Matos was often in consultation, with Ewart, as he was also with Avery and Sewall in New York. Ewart, he said, had disbursed large sums, which were all charged up to the "Government Relations" account. While in New York, Schweizer said, he had learned from one Miller, private secretary to Gen. Avery D. Andrews, that a messenger from Nicoll, Anable & Lindsay had come into the office with a letter, which, as the General was in Europe, Miller opened. It was inscribed, Miller said, "Revolutionists \$5,000," and on the card inside were the words "Arms and Ammunition, \$5,000—Revolutionists."

Miller took this letter to Sewall, who was perturbed over Miller's opening it. The messenger went back, he asserted, bearing a check for \$5,000 payable to the law firm. Arms and ammunition were shipped to Trinidad by a New York firm, Schweizer said he had learned, which the company had procured and which finally were handed over to the revolutionists. Like most of the other witnesses, he admitted that he was now in the employ of the Barber Asphalt Company.

Mr. Lindsay produced an affidavit which Schweizer had made while working for the Bermudez people. In this he denied having pointed out Matos in consultation with Avery and Sewall in the company's New York office, and had also said that he knew of no relations between them.

Schweizer admitted that he had made the affidavit, but hadr't read that part and had signed under a misapprehension.

BUSINESS NOTICES

Mrs. Winslow's Soothing Syrup for children teething, softens the gums, reduces inflammation, allays pain, cures wind colle, diarrhœa, 25c, a bottle.

DIED.

BOURN.—Suddenly, on Thursday, the 21st, Caro-line, daughter of the late Walter and Eliza R. Bourn of Flushing, Long Island. Funeral from her late residence, 274 West 71st st. on Saturday, the 23d inst., at 1 o'clock.

CLARK.—At Plainfield, N. J., on Thursday, Sept. 21, 1905, Edward B. Clark, aged 61 years 9 months and 9 days.

Funeral service at his late residence, 131 Crescent av., Plainfield, N. J., on Saturday, Sept. 23, at 11 A. M. Interment in Philadelphia. Washington, D. C., papers please copy.

CROUTER .- Augustus P., at Ridgewood, N. f. beloved husband of Grace Griswold, and only son of Cornellus P. and Sarah Crouter, in his 39th year. Funeral services Friday, September 22, at the

Methodist Episcopal Church, Ridgewood, N. J., on the arrival of the 1 P. M. train from foot of GIBSON.—Suddenly, at Coppet, Switzerland, Mar. Wood Salisbury Gibson, formerly of New York GOGGIN.-On September 20, Miss Mary Goggin.
Funeral from 1690 Lexington av., corner 106 st., Saturday, September 23, at 9 A. M., thence

to St. Cecilia's Church, where a mass of requiem will be offered for the repose of her soul. JEWELL.-In Detroit, Mich., on Monday, September 18, 1905, Ogden Jewell, beloved husband o Louise Pond Jewell, and eldest son of William F. Jewell of Detroit.

TAFT .- On Wednesday, Sept. 20, 1905, at Brooklyn N. Y., Julia M. Taft, widow of Enos N. Taft and daughter of the late Frederick T. Pect, in the 71st year of her age. Funeral private.



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